

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Technology Investment Capital Corp.		01/31/2007	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	StayOnline, Inc.		
<b>Street Address:</b>	120 Interstate North Parkway		
<b>Internal Address:</b>	Suite 160		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2665968	STAYONLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6123351448		
<b>Email:</b>	eric.paulsrud@leonard.com		
<b>Correspondent Name:</b>	Eric D. Paulsrud		
<b>Address Line 1:</b>	150 South 5th Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	12814.00062		
<b>NAME OF SUBMITTER:</b>	Eric D. Paulsrud		
<b>Signature:</b>	/Eric D. Paulsrud/		

OP \$40.00 2665968

Date:

02/02/2007

**Total Attachments: 4**

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Technology Investment Capital Corp.  
8 Sound Shore Drive, Suite 255  
Greenwich, Connecticut 06830

January 31, 2007

StayOnline, Inc.  
120 Interstate North Parkway, Suite 160  
Atlanta, Georgia 30339  
Attention: Antonio DiMilia

Re: Payoff of Outstanding Note

Dear Sirs:

Reference is hereby made to the Note and Stock Purchase Agreement, dated as of September 2, 2005, by and between StayOnline, Inc. (the "Company") and Technology Investment Capital Corp. (the "Purchaser") (as heretofore amended, the "Note Purchase Agreement"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Note Purchase Agreement.

The Purchaser currently holds a senior secured promissory note dated September 2, 2005 (the "Note") issued by the Company pursuant to the Note Purchase Agreement in the outstanding principal amount of \$15,000,000 (the "Current Principal Amount"). The Obligations of the Company under the Note are secured by Liens granted pursuant to the Security Documents and are guaranteed by TAP and the Other Guarantors pursuant to the Guarantee Agreement.

If paid by wire transfer of immediately available funds to the account of the Purchaser referred to below and received by the Purchaser by 2:00 p.m., New York City time, on February 1, 2007, the amount (the "Payoff Amount") necessary to repay in full the aggregate unpaid principal amount and accrued interest of the Note is \$15,455,625, comprised of (i) the Current Principal Amount, (ii) \$445,625 in respect of accrued interest (and in connection therewith, the Purchaser hereby extends the date for the payment of quarterly interest due on January 31, 2007 to February 1, 2007), and (iii) an aggregate of \$10,000 in respect of expenses of the Purchaser (including legal fees and disbursements of counsel to the Purchaser). The Payoff Amount shall be increased by \$4,791 (the "Per Diem Amount") for each period of 24 hours, or portion thereof, after 2:00 p.m. New York City time on the aforesaid date that expires before the Payoff Amount is paid and received by the Purchaser in the manner specified herein. The Payoff Amount, including the Per Diem Amount, if any, is referred to herein as the "Total Payoff Amount".

This letter confirms that, upon and effective as of the time of payment by wire transfer of immediately available funds in an aggregate amount equal to the Total Payoff Amount (whether paid by the Company, by LodgeNet StayOnline, Inc., by TAP or the Other Guarantors, or their affiliates or agents, or by any combination of the foregoing) to the following account and receipt thereof by the bank referred to below:

State Street Bank & Trust Co.  
1776 Heritage Trail  
North Quincy, MA 02170  
Account name: Technology Investment Capital Corp  
OBI = 6634  
ABA or Routing number: 011000028  
Account number for Technology Investment Capital Corp.: 00034439,

then all amounts and obligations owing by the Company to the Purchaser under the Note shall be deemed paid and satisfied in full.

Subject to the provisions of the immediately following paragraph, the Purchaser hereby (i) acknowledges and agrees that payment of the Total Payoff Amount will constitute payment and satisfaction in full of all of the Obligations, (ii) represents that, other than as set forth in this letter agreement, it has no credit arrangements with, loans outstanding to, guarantees by, or interests or Liens against the Company, TAP, the Other Guarantors or any of the Company's, TAP's or the Other Guarantors' personal or real property, (iii) releases, effective upon receipt in the manner described above of the Total Payoff Amount, all Liens which the Company may have granted to the Purchaser pursuant to the Security Documents or otherwise and all obligations of TAP and the Other Guarantors under the Guarantee Agreement and (iv) acknowledges and agrees that, upon such receipt, the Note, the Guarantee Agreement and each Security Document shall terminate. Without limiting the foregoing, the Security Documents that shall terminate upon receipt of the Total Payoff Amount in the manner described above include:

(a) Account Control Agreement dated February 24, 2006, among the Company, the Purchaser and RBC Centura Bank, a North Carolina state banking corporation;

(b) Pledge and Security Agreement dated September 2, 2005, between the Company and the Purchaser; and

(c) Trademark Security Agreement dated September 2, 2005, between the Company and the Purchaser.

Notwithstanding anything to the contrary set forth in this letter agreement, to the extent that any payment of the Obligations referred to herein (whether by or on behalf of the Company, TAP, the Other Guarantors, LodgeNet StayOnline, Inc. or any other Person, as proceeds of security or enforcement of any right of setoff, or otherwise) is at any time declared to be fraudulent or preferential, set aside, rescinded or required to be paid to a trustee, receiver, debtor in possession or other similar party under any bankruptcy, insolvency, receivership or similar law, then to the extent such payment is recovered by, or paid over to, such trustee, receiver, debtor in possession or other similar party, the Obligations or part thereof originally intended to be satisfied thereby, all guarantee obligations of TAP and the Other Guarantors with respect thereto, and all Liens securing such Obligations created under the Security Documents and in effect immediately prior to the date hereof (other than Liens in respect of assets sold, assigned or transferred by the Company to the buyer pursuant to the Asset Purchase Agreement, dated as of November 14, 2006, between the Company and LodgeNet Entertainment Corporation), shall be deemed to be reinstated and outstanding as if such payment had not occurred.

The Purchaser agrees to surrender and deliver to the Company, by certified mail or overnight courier, the original Note promptly upon the Purchaser's receipt of the Total Payoff Amount as provided herein.

Nothing in this letter agreement shall be deemed to impair or affect any rights or interests that the Purchaser may have in respect of Preferred Shares held by it, including, without limitation, its rights under the Registration Rights Agreement.

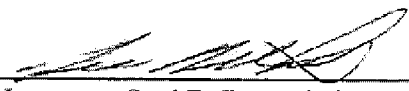
The Purchaser hereby authorizes the Company, from time to time after receipt of the Total Payoff Amount, to file or cause to be filed UCC termination statements and other instruments effecting the foregoing releases, discharges and terminations. The Purchaser further agrees, from time to time after receipt of the Total Payoff Amount, at the Company's expense, to execute and deliver to the Company such further instruments and documents that are provided to the Purchaser, and to take such further actions, as may be reasonably requested to evidence or to fully effect the foregoing releases, discharges and terminations.

TAP, the Other Guarantors and LodgeNet StayOnline, Inc. are intended to be third party beneficiaries of this letter agreement.

This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same document.

Very truly yours,

TECHNOLOGY INVESTMENT CAPITAL CORP.

By:   
Name: Saul B. Rosenthal  
Title: President

AGREED AND ACCEPTED:

STAYONLINE, INC.

By: \_\_\_\_\_  
Name: Antonio DiMilia  
Title: President and Chief Executive Officer

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Title: President

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STAYONLINE, INC.

By:  \_\_\_\_\_  
Name: Antonio DiMilia  
Title: President and Chief Executive Officer